

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM367218

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CRUNCHIES FOOD COMPANY, LLC		10/10/2014	LIMITED LIABILITY COMPANY: CALIFORNIA
RECEIVING PARTY DATA			
Name:	CHAUCER FOODS (USA), LLC		
Street Address:	733 LAKEFIELD ROAD, SUITE B		
City:	WESTLAKE VILLAGE		
State/Country:	CALIFORNIA		
Postal Code:	91361		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	3369145	CRUNCHIES	
Registration Number:	4495775	FRUIT AND VEGGIE CRUNCHIES	
Serial Number:	86245138	CRUNCHIES	
Registration Number:	4527080	NATURE'S ULTIMATE SNACK FOOD	
Registration Number:	4519313	MUNCH PAK	
Registration Number:	4527081	GOOD FOOD STARTS FROM THE SOURCE	
Serial Number:	85981487	GOOD FRUITS START FROM THE SOURCE	
Serial Number:	85981486	GOOD VEGGIES START FROM THE SOURCE	
CORRESPONDENCE DATA			
Fax Number:	8053730051		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	8053730060		
Email:	jjirkovsky@koppelpatent.com, cdonaldson@koppelpatent.com		
Correspondent Name:	Jaye G. Heybl		
Address Line 1:	2815 Townsgate Road, Suite 215		
Address Line 4:	Westlake Village, CALIFORNIA 91361		
ATTORNEY DOCKET NUMBER:	227-02-001		
NAME OF SUBMITTER:	Jaye G. Heybl		

CH \$215.00 3369145

SIGNATURE:	/jgh/
DATE SIGNED:	12/28/2015
Total Attachments: 63 source=Dkt. 166 - Asset Purchase Agreement#page1.tif source=Dkt. 166 - Asset Purchase Agreement#page2.tif source=Dkt. 166 - Asset Purchase Agreement#page3.tif source=Dkt. 166 - Asset Purchase Agreement#page4.tif source=Dkt. 166 - Asset Purchase Agreement#page5.tif source=Dkt. 166 - Asset Purchase Agreement#page6.tif source=Dkt. 166 - Asset Purchase Agreement#page7.tif source=Dkt. 166 - Asset Purchase Agreement#page8.tif source=Dkt. 166 - Asset Purchase Agreement#page9.tif source=Dkt. 166 - Asset Purchase Agreement#page10.tif source=Dkt. 166 - Asset Purchase Agreement#page11.tif source=Dkt. 166 - Asset Purchase Agreement#page12.tif source=Dkt. 166 - Asset Purchase Agreement#page13.tif source=Dkt. 166 - Asset Purchase Agreement#page14.tif source=Dkt. 166 - Asset Purchase Agreement#page15.tif source=Dkt. 166 - Asset Purchase Agreement#page16.tif source=Dkt. 166 - Asset Purchase Agreement#page17.tif source=Dkt. 166 - Asset Purchase Agreement#page18.tif source=Dkt. 166 - Asset Purchase Agreement#page19.tif source=Dkt. 166 - Asset Purchase Agreement#page20.tif source=Dkt. 166 - Asset Purchase Agreement#page21.tif source=Dkt. 166 - Asset Purchase Agreement#page22.tif source=Dkt. 166 - Asset Purchase Agreement#page23.tif source=Dkt. 166 - Asset Purchase Agreement#page24.tif source=Dkt. 166 - Asset Purchase Agreement#page25.tif source=Dkt. 166 - Asset Purchase Agreement#page26.tif source=Dkt. 166 - Asset Purchase Agreement#page27.tif source=Dkt. 166 - Asset Purchase Agreement#page28.tif source=Dkt. 166 - Asset Purchase Agreement#page29.tif source=Dkt. 166 - Asset Purchase Agreement#page30.tif source=Dkt. 166 - Asset Purchase Agreement#page31.tif source=Dkt. 166 - Asset Purchase Agreement#page32.tif source=Dkt. 166 - Asset Purchase Agreement#page33.tif source=Dkt. 166 - Asset Purchase Agreement#page34.tif source=Dkt. 166 - Asset Purchase Agreement#page35.tif source=Dkt. 166 - Asset Purchase Agreement#page36.tif source=Dkt. 166 - Asset Purchase Agreement#page37.tif source=Dkt. 166 - Asset Purchase Agreement#page38.tif source=Dkt. 166 - Asset Purchase Agreement#page39.tif source=Dkt. 166 - Asset Purchase Agreement#page40.tif source=Dkt. 166 - Asset Purchase Agreement#page41.tif source=Dkt. 166 - Asset Purchase Agreement#page42.tif source=Dkt. 166 - Asset Purchase Agreement#page43.tif source=Dkt. 166 - Asset Purchase Agreement#page44.tif	

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Attorneys for Chaucer Foods Limited

UNITED STATES BANKRUPTCY COURT

CENTRAL DISTRICT OF CALIFORNIA

SANTA BARBARA DIVISION

In re
CRUNCHIES FOOD COMPANY, LLC,

Debtor.

Case No. 9:14-bk-11776-PC

Chapter 11

EXHIBITS 1 AND 2 TO:

**ORDER GRANTING MOTION FOR ORDER
APPROVING SALE OF SUBSTANTIALLY
ALL OF DEBTOR'S ASSETS FREE AND
CLEAR OF ALL LIENS, CLAIMS,
ENCUMBRANCES AND OTHER
INTERESTS PURSUANT TO 11 U.S.C.
§§ 105 AND 363 AND ASSUMPTION AND
ASSIGNMENT OF LEASES AND
EXECUTORY CONTRACTS PURSUANT
TO 11 U.S.C. § 365**

Hearing on Shortened Notice

Date: October 21, 2014

Time: 1:30 p.m.

Place: Courtroom 201

1415 State Street

Santa Barbara, CA 93101-2511

EXHIBIT "1"

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (this "Agreement"), is entered into this 10th day of October 2014, by between Crunchies Food Company, LLC, a limited liability company formed under the laws of the State of California ("Seller"), and Chaucer Foods (USA), LLC a limited liability company formed under the laws of the State of Delaware (the "Buyer"). The Seller and the Buyer are referred to herein individually as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS, the Seller filed a voluntary petition for relief under Chapter 11 of Title 11 of the United States Code (the "Bankruptcy Code") on August 15, 2014 in the United States Bankruptcy Court for the Central District of California (the "Bankruptcy Court"), and such bankruptcy case has been assigned Case No. 9:14-bk-11776-PC (the "Case"); and

WHEREAS, Seller wishes to sell, transfer, convey, assign and deliver to the Buyer, and the Buyer wishes to purchase, assume and acquire, in accordance with Sections 363 and 365 and the other applicable provisions of the Bankruptcy Code, the Assets (as hereinafter defined), together with the Assumed Liabilities (as hereinafter defined), upon the terms and subject to the conditions set forth in this Agreement; and

WHEREAS, subject to the Bankruptcy Court's entry of the Sale Order (as hereinafter defined), the Buyer shall purchase from the Seller, and the Seller shall sell, transfer, convey, assign and deliver to the Buyer the Assets together with the Assumed Liabilities, upon the terms and subject to the conditions set forth in this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises and agreements herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties mutually agree as follows:

ARTICLE 1 PURCHASE AND SALE OF ASSETS

1.1 Defined Terms. All capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings set forth for such terms in Article 13.

1.2 Purchase and Sale. Subject to the terms and conditions set forth in this Agreement, the Seller hereby agrees that at the Closing the Seller shall sell, transfer, convey and assign to the Buyer, free and clear of all Liens (except for Permitted Liens), and the Buyer shall purchase, assume and acquire from the Seller, all right, title and interest of the Seller, to and under all of the business, properties, assets and goodwill of whatever kind and nature, real or personal, tangible or intangible, actual or contingent, which are owned or held by the Seller, other than the Excluded Assets (collectively, the "Assets"), including without limitation, the following:

(a) All of the interest of the Seller in and to the Real Property Leases designated by the Buyer to be assumed by the Seller and assigned to the Buyer in accordance with Section 1.4 and set forth on Schedule 1.2(a) (the “Assumed Real Property Leases”);

(b) All of the interest of the Seller in and to the following (collectively, the “Assumed Contracts”) (i) the Purchase Orders, (ii) Equipment Leases, and (iii) the other Contracts set forth on Schedule 1.2(b) that are designated by the Buyer to be assumed by the Seller and assigned to the Buyer in accordance with Section 1.4;

(c) All of the interest of the Seller in and to all Equipment (other than Equipment subject to equipment leases that are not assumed by the Buyer) and leasehold improvements in the Transferred Facilities (the “Transferred Equipment and Improvements”);

(d) All Licenses (to the extent such Licenses are freely transferable), other than Licenses relating exclusively to any Excluded Leased Property, if any (the “Excluded Licenses”);

(e) All of the interest of the Seller in Intellectual Property including, but not limited to UPC Codes;

(f) All of the interest of the Seller in and to all Inventory (the “Transferred Inventory”);

(g) All security and other deposits and advances and all pre-paid expenses maintained by the Seller, other than the deposits, advances and pre-paid expenses relating exclusively to any Excluded Leased Property, if any (the “Excluded Deposits”);

(h) All Accounts Receivable, including, without limitation, all Accounts Receivable arising from sales of Inventory prior to the Closing Date (the “Transferred Accounts Receivable”);

(i) All goodwill of the Seller associated with the Business as a going concern;

(j) All of the Seller’s books, records, files, documents and other written or electronic materials, including customer lists, except those expressly included in the Excluded Assets pursuant to Section 1.3;

(k) All Cash;

(l) All Claims (including any litigation or arbitration claims and any refunds and deposits), rights, rights of offset or causes of action that the Seller may have against any Person, including but not limited to any and all Claims that Seller may hold against Chaucer, Delaski, and the Provident Group, but specifically excluding Avoidance Actions against any Person other than Chaucer, Delaski, and the Provident Group;

(m) All refunds, pre-payments, net operating losses and claims relating to federal, state or municipal income Taxes of the Seller for any period, or portion of any period, ending on or prior to the Closing Date;

(n) All personal property, office furnishings, supplies and other tangible personal property used, held for use or intended to be used in the Business; and

(o) All Governmental Approvals (and pending applications therefor) used, held for use or intended to be used in the Business

1.3 Excluded Assets. Notwithstanding anything to the contrary contained herein, expressly excluded from the Assets are all of the right, title and interest of the Seller in and to the following (collectively, the "Excluded Assets"):

(a) The capital stock of the Seller and all equity securities owned or held by any Seller;

(b) All of the interests of the Seller in and to all Real Property Leases, if any, other than the Assumed Real Property Leases (the "Excluded Real Property Leases");

(c) All of the interest of the Seller in and to all Contracts, if any, other than the Assumed Contracts (the "Excluded Contracts");

(d) All Excluded Licenses, if any;

(e) All Excluded Deposits, if any;

(f) All confidential personnel and medical records of employees who do not become Transferred Employees;

(g) All assets, properties or rights relating to any Employee Plan of the Seller; and

(h) All Avoidance Actions, other than Avoidance Actions against the Buyer, Chaucer, Delaski, or the Provident Group.

(i) All actions against insiders of the Seller, other than actions against the Buyer, Chaucer, Delaski or the Provident Group (in the event any of the foregoing are deemed to be insiders of the Debtor).

1.4 Assumed and Rejected Leases and Contracts; Inventory Liquidation.

(a) At or before October 5:00 p.m., Pacific Daylight Time, on October 10, 2014, the Seller shall deliver to the Buyer a written list of all of its executory Contracts and unexpired leases including, without limitation, all Real Property Leases, Equipment Leases and Purchase Orders, together with copies of each of the foregoing Contracts and leases. The foregoing list shall include, among other information, a good faith estimate of the cost to cure any defaults under each of the Contracts and leases included in the list.

(b) At or before the Designation Deadline, the Buyer shall have the right, exercisable without limitation at any time and from time to time prior to the Designation Deadline, to notify the Seller in writing (which may be by e-mail) of the Buyer's election to include one or more of the leases and Contracts on the list to be provided pursuant to Section 1.4(a) on Schedule 1.2(a) or Schedule 1.2(b) and, thereby, of its election to require the Seller to assume and assign such lease or Contract to the Buyer.

(c) Following delivery of each notice by the Buyer pursuant to Section 1.4(b), at the Closing, the Seller shall or shall cause (i) each Real Property Lease, Contract, Purchase Order or Equipment Lease that the Buyer has elected to treat as an Assumed Contract to be assumed and assigned to the Buyer in accordance with Section 365 of the Bankruptcy Code and the Sale Order. The Seller shall timely file appropriate motions and take such other actions as may be necessary to assume and assign to the Buyer the Contracts and leases designated by the Buyer for assumption. The Sale Order shall authorize the assumption and assignment of the Contracts and leases designated by the Buyer for assumption and shall specify any Cure Costs for each of those Contracts. In the event that the Cure Cost for a Contract or lease designated for assumption by the Buyer as determined in the Sale Order exceeds the Cure Cost as stated by the Seller in the list to be provided pursuant to Section 1.4(a), the Buyer may, by written notice to the Seller not later than the earlier of the Closing Date and five (5) Business Days following the entry of the Sale Order, elect to exclude such Contract or lease from Schedule 1.2(a) or Schedule 1.2(b) and such Contract or lease shall, thereafter, be deemed to be an Excluded Contract or Excluded Real Property Lease. On the date of the assignment thereof to the Buyer, the Seller shall be released from any further liability under the Assumed Contracts. On the date of the assignment of any Assumed Real Property Lease to the Buyer, all right, title and interest of the Seller in and to any Assets located at the property subject to such Assumed Real Property Lease shall be deemed sold, transferred, conveyed and assigned to the Buyer. Buyer shall provide such evidence as may be required by the Court to establish adequate assurance of future performance with respect to any Assumed Real Property Lease and/or Assumed Contracts.

(d) To the extent that any Assumed Contract is subject to a cure (as determined by the Bankruptcy Court pursuant to Section 365 of the Bankruptcy Code and described in any Order of the Bankruptcy Court relating to such cure liability), the Buyer shall be obligated to pay such Cure Costs as a condition to such assumption and assignment to the Buyer and such Cure Costs, up to a maximum amount of \$50,000.00, shall be deducted from the Cash Portion of the Purchase Price at Closing as provided in Section 3.3(c). The Cure Costs set forth in the Sale Order shall be deemed the entire cure obligation due and owing under Section 365 of the Bankruptcy Code and the payment of the Cure Costs shall be deemed to satisfy any and all defaults arising from or relating to the Assumed Agreements, including, but not limited to, any contract or tort claims of the non-Debtor party to the Assumed Agreements arising prior to the entry of the Sale Order, and all actual or pecuniary losses that have resulted from such defaults. The Sale Order shall provide that the non-Debtor parties to the Assumed Agreements shall be barred and enjoined from raising or asserting future claims against Buyer based on any cure amounts or any other claim, obligation or liability arising on or before the entry of the Sale Order.

(e) Except as provided in Section 1.4(f), any Real Property Lease, Equipment Lease, or other Contract that is not listed on Schedule 1.2(a) or Schedule 1.2(b) as of the Closing, shall be deemed to be an Excluded Real Property Lease, Excluded Equipment Lease or Excluded Contract, and Buyer shall have no responsibility to pay any Cure Costs for such Excluded Real Property Lease, Excluded Equipment Lease, or Excluded Contract.

(f) In the event that the Buyer becomes aware of an executory Contract or unexpired lease of the Seller that was not listed in the list to be provided pursuant to Section 1.4(a), including any "New Contract" as defined in Section 1.4(g) below, within forty-five (45) days following the Closing, the Buyer may, by written notice to Seller, require the Seller to assume and assign such Contract or unexpired lease to Buyer, and to pay any cure amount required to effectuate such assumption and assignment. In order to effectuate the provisions of this Section, Seller shall retain not less than \$150,000.00 of the cash proceeds from the Purchase Price until the expiration of the later of: (i) the foregoing forty-five (45) day period or (ii) the entry of a final order authorizing the assumption and assignment of any executory Contract or unexpired lease to be assumed and assigned pursuant to this Section.

(g) Following the preparation of the list of executory Contracts and unexpired leases to be provided by Seller on October 10, 2014 pursuant to Section 1.4(a), Seller shall provide Buyer with written notice of any new lease, Purchase Order, or other Contract that arises after the preparation of the list (each, a "New Contract"), and a copy of such New Contract, immediately upon such New Contract arising. Nothing in this Section alters any limitations set forth in this Agreement on Seller's operation of its business prior to Closing.

ARTICLE 2

PURCHASE PRICE AND PAYMENT

2.1 Purchase Price. The aggregate consideration to be paid by the Buyer for the sale of the Assets (the "Purchase Price") and shall consist of the following: (a) the Cash Portion less the amounts set forth in Sections 2.2(a)(ii) and (iii); plus (b) the balance owing on the DIP Loan on the Closing Date, plus (c) the sum of \$1,950,00.00 as a credit bid on the Provident Group Loan, plus (d) the sum of \$1,000,000 as a credit bid on the Delaski Loan, less (e) the amount due and payable with respect to any Assumed Liabilities as of the Closing, except for any amounts relating to the Assumed Liabilities of Section 2.2(a)(i).. At the Closing, Buyer shall wire the Cash Portion of the Purchase Price, less the amounts set forth in Sections 2.2(a)(ii) and (iii) to the Seller in immediately available funds in accordance with instructions given by the Seller to the Buyer.

2.2 Assumed Liabilities and Excluded Liabilities.

(a) Subject to the terms and conditions set forth in this Agreement, the Buyer hereby agrees that at the Closing, or such other date or dates provided in Section 1.4, it shall assume and become responsible for the following liabilities and obligations of the Seller existing as of such time and arising from the operation of the Business prior to the Closing or the other date or dates provided in Section 1.4, as applicable (collectively, the "Assumed Liabilities"):

- (i) The balances owed on the Delaski Loan and the Provident Group Loan, other than the amounts credit bid as specified in Section 2.1;
- (ii) Seller's obligations under that certain *Stipulation Between Debtor and CH Robinson for Adequate Protection of Warehouse Lien and Turnover of Property of the Estate* approved by the *Order Approving Stipulation Between Debtor and CH Robinson Worldwide, Inc. for Adequate Protection of Warehouse Lien and Turnover of Property of the Estate* (Docket No. 78) from and after the Closing.
- (iii) All liabilities and obligations under the Assumed Agreements from and after the date of the Closing, with respect to Assumed Agreements identified in the list to be provided pursuant to Section 1.4(a), or from and after the date specified in the order authorizing the assumption and assignment of the Assumed Agreement with respect to such Contracts or leases identified for assumption and assignment pursuant to Section 1.4(f); and
- (iv) All liabilities and obligations with respect to the Transferred Employees, to the extent set forth in Section 7.4.

(b) Except for the Assumed Liabilities, the Buyer shall not be subject to and shall not assume nor be liable for any liabilities of any kind or nature, whether absolute, contingent, accrued, known or unknown, of the Seller or related to the Assets or the Business, including without limitation, the following (collectively, the "Excluded Liabilities"):

- (i) Any obligation or liability in respect of Outstanding Indebtedness;
- (ii) Any obligation or liability of the Seller for Taxes;
- (iii) Any pre-petition obligation or liability of the Seller and any obligation or liability of the Seller that constitutes a claim or interest against the Seller under Sections 502 or 503 of the Bankruptcy Code to the extent not specifically included in the Assumed Liabilities;
- (iv) Any obligation or liability under the Excluded Real Property Leases or the Excluded Contracts;
- (v) Any obligation or liability in respect of professional fees and expenses incurred by the Seller prior to the Closing Date;
- (vi) Any obligation or liability in respect of any contingent or success-based fees payable by the Seller in connection with the Closing pursuant to any Contract entered into by the Seller prior to the Closing Date;
- (vii) Any obligation or liability of the Seller to the Seller's shareholders or equity holders; and

(viii) Any obligation or liability relating to any current or former employee of the Seller, or their dependents and beneficiaries, other than the obligations and liabilities set forth in Section 7.5.

2.3 Non-Assignable Assets. If any Asset is by its terms or by Applicable Law nonassignable or non-transferable, to the extent such terms are not superseded by the terms of the Sale Order, the Seller shall use their best efforts to obtain, or cause to be obtained, on or prior to the Closing, any approvals or consents necessary to convey to the Buyer the benefit thereof. The Buyer shall cooperate with the Seller in such manner as may be reasonably requested in connection therewith. In the event any consent or approval to an assignment contemplated hereby is not obtained on or prior to the Closing Date, the Seller shall continue to use best efforts to obtain any such approval or consent after the Closing Date and the Seller agrees to enter into any appropriate and commercially reasonable arrangement to provide that the Buyer shall receive the Seller's interest in the benefits under any such Asset; *provided* that the Buyer shall undertake to pay or satisfy the corresponding liabilities for the enjoyment of such benefit to the extent the Buyer would have been responsible therefor if such consent or approval had been obtained.

2.4 Transfer Taxes. To the extent the transactions contemplated hereby are not exempt under Section 1146 of the Bankruptcy Code, the Buyer shall be liable for and pay any sales and transfer Taxes, filing fees, documentary fees or other Taxes payable in connection with the purchase, sale or transfer of the Assets to, and the assumption of the Assumed Liabilities by, the Buyer pursuant to this Agreement. The Buyer and the Seller shall use reasonable best efforts to minimize the amount of all the foregoing Taxes and shall cooperate in providing each other with any appropriate resale exemption certifications, Tax clearance certificates and other similar documentation. The Party that is required by Applicable Law to make the filings, reports, or returns and to handle any audits or controversies with respect to any of the foregoing Taxes shall do so, and the other Party shall cooperate (and make reimbursement) with respect thereto as necessary.

2.5 Allocation of Purchase Price. No later than ninety (90) days after the Closing Date, the Buyer shall provide the Seller with a Tax allocation of the Purchase Price, applicable Assumed Liabilities and other relevant items among the Assets in accordance with Section 1060 of the Tax Code and the regulations thereunder and any comparable provision of state or local law. Each of the Parties agrees that it or they shall file a statement (on IRS Form 8594 or other applicable form) setting forth such allocation with its or their federal and applicable state income Tax returns and shall also file such further information or take such further actions as may be necessary to comply with the Treasury Regulations that have been promulgated pursuant to Section 1060 of the Tax Code and similar applicable state laws and regulations.

ARTICLE 3 CLOSING

3.1 Closing. Consummation of the transactions contemplated hereby (the "Closing") shall occur on such date following the entry of the Sale Order as is specified by the Buyer, but in any event not later than 10 days following the date upon which the Sale Order is a Final Order;

provided that the Sale Order is not stayed on the date specified by the Buyer for the Closing, and provided the conditions to Closing set forth in this Agreement are satisfied or waived (other than those conditions that by their nature are to be satisfied at the Closing), at the offices of Morgan, Lewis & Brockius LLP, 300 South Grand Avenue, Suite 2200, Los Angeles, California, or at such time and place as the Buyer and the Seller may otherwise agree. The date on which the Closing actually takes place is referred to in this Agreement as the "Closing Date."

3.2 Deliveries by the Seller at Closing. At the Closing, the Seller shall each execute, acknowledge and deliver to the Buyer the following (which events shall occur, each being deemed to have occurred simultaneously with the others):

(a) A Bill of Sale in a form reasonably satisfactory to the Buyer and its counsel and the Seller and its counsel;

(b) An Assignment and Assumption Agreement in a form reasonably satisfactory to the Buyer and its counsel and the Seller and its counsel, pursuant to which the Buyer shall be assigned and shall assume the Assumed Real Property Leases, Assumed Contracts and Assumed Liabilities from the Seller (the "Assignment and Assumption Agreement");

(c) A copy of the Sale Order;

(d) Trademark, patent and domain name assignments in a form reasonably satisfactory to the Buyer and its counsel and the Seller and its counsel, pursuant to which the Seller shall assign the Transferred Intellectual Property to the Buyer (the "IP Assignments");

(e) A copy of the resolutions adopted by the Seller's Boards of Directors/Manager authorizing the transactions contemplated hereby and the consummation thereof, certified by a responsible officer of the Seller to be a true and correct copy;

(f) A certificate of incumbency as to those officers of the Seller executing instruments in connection with this Agreement; and

(g) All other documents, certificates, instruments or writing reasonably requested by the Buyer in connection herewith.

3.3 Deliveries by the Buyer at Closing. At the Closing, the Buyer shall execute, acknowledge and deliver to the Seller the following (which events shall occur, each being deemed to have occurred simultaneously with the others):

(a) A duly executed Assignment and Assumption Agreement;

(b) The Bill of Sale and the IP Assignments, if any, that call for a signature by the Buyer;

(c) The Cash Portion of the Purchase Price less the Cure Costs to be deducted from the Cash Portion of the Purchase Price as set forth in Section 1.4(d);

(d) A copy of the resolutions adopted by the Buyer's Board of Directors/Manager authorizing the transactions contemplated hereby and the consummation thereof, certified by a responsible officer of the Buyer to be a true and correct copy;

(b) A certificate of incumbency as to those officers of the Buyer executing instruments in connection with this Agreement; and

(c) All other documents, certificates, instruments or writings reasonably requested by the Seller in connection herewith.

3.4 Deemed Consents and Cures. The Seller shall be deemed to have obtained all required consents, as applicable, in respect of the assignment of any of the Assumed Real Property Leases and Assumed Contracts and all defaults thereunder shall be deemed to have been cured if, and to the extent that, pursuant to the Sale Order or another Order of the Bankruptcy Court, the Seller is authorized to assume and assign any such Assume Real Property Leases and Assumed Contracts to the Buyer pursuant to Section 365 of the Bankruptcy Code.

3.5 Subsequent Documentation; Further Assurances. The Buyer and the Seller shall, at any time and from time to time after the Closing Date, upon the reasonable request of the other, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, all such further (a) assignments, transfers and conveyances as may be required for assigning, transferring, granting, conveying and confirming the transactions contemplated hereby, including aiding and assisting the Buyer in collecting and reducing to possession any or all of the Assets and (b) documents and instruments as may be reasonably necessary for the further completion of any of the transactions contemplated hereby.

ARTICLE 4 REPRESENTATIONS AND WARRANTIES OF THE SELLER

The Seller represents that the following are true and correct as of the date hereof and shall be true and correct at the date of the Closing after giving effect to the Sale Order:

4.1 Organization and Power. The Seller (a) is a limited liability company duly organized, validly existing and in good standing under the laws of the State of its organization, (b) has all requisite corporate power and authority to carry on its Business as currently conducted, and (c) has the requisite corporate power and authority to own, lease, operate or hold the applicable Assets.

4.2 Authority; No Conflicts. Subject to Bankruptcy Court approval and entry of an Order of the Bankruptcy Court approving the terms of this Agreement, the Seller has the authority to enter into and consummate this Agreement and the Ancillary Agreements, and to consummate the transactions contemplated hereby and thereby. Subject to the approval of the Bankruptcy Court pursuant to the Sale Order, delivery and performance by the Seller of this Agreement (a) do not and shall not violate or conflict with any provision of the organizational documents of the Seller, (b) do not and shall not violate any provision of any Applicable Law or any order, judgment or decree of any Governmental Entity or any Governmental Authority, (c) do not and shall not

violate or result in a material breach of or constitute (with due notice or lapse of time or both) a material default under any Assumed Contract that is a Material Contract, (d) shall not result in the creation or imposition of any material Lien (other than Permitted Liens) upon any of the Assets, and (e) shall not result in the cancellation, modification, revocation or suspension of any material Permit.

4.3 Execution and Delivery. Subject to the approval of the Bankruptcy Court pursuant to the Sale Order, the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby by the Seller have been duly authorized by all necessary corporate action, and the execution and performance of the Ancillary Agreements by the Seller has been or shall be authorized by all necessary corporate action prior to the Closing Date. Subject to Bankruptcy Court approval and entry of an Order of the Bankruptcy Court approving the terms of this Agreement, this Agreement constitutes, and upon execution of each of the Ancillary Agreements such agreements shall constitute, valid and binding obligations of the Seller, enforceable against the Seller in accordance with their respective terms.

4.4 Sale Free and Clear of Liens. On the Closing Date or such other applicable date as provided in Section 1.4, after giving effect to the Sale Order, (a) the Assets shall be transferred to the Buyer free and clear of all Liens, claims and interests, other than Permitted Liens, (b) the Buyer shall obtain good title to the Assets free and clear of all Liens, claims and interests, other than Permitted Liens; and (c) Buyer shall be authorized, on behalf of the estate's creditors to execute such documents and take all other actions as may be reasonably necessary to release such creditor's Liens, claims and interests, other than Permitted Liens.

4.5 Ownership of Assets; Condition; Sufficiency.

(a) Except as set forth on Schedule 4.5(a), the Seller collectively has good title to, or valid leasehold interest in, the Assets.

(b) The Equipment included in the Assets and the other tangible Assets are in good operating condition, reasonable wear and tear excepted, suitable and usable for the purposes for which they have been used by the Seller in the Business.

(c) The sale of the Assets as contemplated by this Agreement will give Buyer possession of, and the right to use, all of the assets required for conducting the business as presently conducted. Except for the Assets, there are no other assets, properties or rights, including intellectual property rights, that are required by Seller, or that will be required by Buyer after the Closing, to conduct the Business in a manner substantially consistent in all material respects with the manner in which Seller currently conducts the Business.

4.6 Taxes. Except as set forth on Schedule 4.6:

(a) All material ad valorem and other property Taxes relating to the Assets have been fully paid for all Tax years ending on or before the Closing and there are no material delinquent property Tax Liens or assessments; and

(b) The Seller has filed all required Tax returns and have paid (or shall pay on or before the Closing) all Taxes of whatever kind pertaining to the Assets and the Business and required to be paid by the Seller for all periods up to and including the Closing Date.

4.7 Litigation. Except as set forth on Schedule 4.7, and except for the Case, there is no claim, litigation, action, arbitration or legal proceeding pending before a Governmental Entity or, to the Seller's Knowledge, threatened against the Seller, affecting (a) the Seller's ability to perform its obligations hereunder, (b) the rights granted under the Material Contracts, or (c) the ownership, use, maintenance or operation of the Assets and the Business, including the Transferred Facilities. Except with respect to claims filed in connection with the Case, and subject to all of the provisions of the Bankruptcy Code, neither the Business nor the Assets are subject to any order, writ, judgment, award, injunction or decree of any Governmental Entity.

4.8 Material Contracts. Each Assumed Contract that is a Material Contract is valid, binding and enforceable against or by the Seller, as applicable, in accordance with its terms, and is in full force and effect on the date of this Agreement. The Seller has performed in all material respects the obligations required to be performed by the Seller to date under, and is not in default or delinquent in the performance in connection with, any Assumed Contract that is a Material Contract, or, upon entry and effectiveness of the Sale Order and payment of any applicable Cure Amount, any breach of performance by Seller under any Assumed Contract that it a Material Contract will be deemed cured. No other party to any Assumed Contract that is a Material Contract is in material default in respect thereof, and no event has occurred which, with due notice or lapse of time or both, would constitute such a material default by any such other party. Excepted from the representations in this Section 4.8 related to the absence of default or delinquent performance under Assumed Contracts that are Material Contracts are those obligations that are deemed to be Cure Costs, which shall be paid under the terms of the Sale Order.

4.9 Permits; Compliance with Laws.

(a) The Seller possesses all permits, Licenses, approvals, authorizations, consents or filings with Governmental Authorities necessary for the conduct of the Business (the "Permits"). All Permits issued to the Seller are in full force and effect, and no proceeding is pending or, to the Knowledge of the Seller, threatened to revoke, withdraw or limit any such Permit. Except as set forth on Schedule 4.9, to the Knowledge of the Seller, no outstanding material violations are or have been recorded in respect of any Permits. All permits are freely assignable to Buyer and shall remain in full force and effect following the Closing.

(b) The operation of the Business by the Seller complies in all material respects with all Applicable Laws and the requirements and conditions of all Permits, including all applicable operating certificates and authorities, and all other rules, regulations, directives and policies of all Governmental Authorities having jurisdiction over the Business. Schedule 4.9(b) sets forth all notices received by the Seller from Governmental Authorities with respect to claims that it was or may not be operating in accordance with all Applicable Laws. There is no unresolved written notice from any Governmental Authority that the Assets or the operations of the Business are not being conducted in accordance with all Applicable Laws and orders and other requirements of

Governmental Entities and Governmental Authorities having jurisdiction over either Seller and/or the Assets.

4.10 Broker or Finder. Except as set forth on Schedule 4.10, no Person assisted in or brought about the negotiation of this Agreement, or the subject matter of the transactions contemplated hereby, in the capacity of broker, agent, or finder or in any similar capacity on behalf of the Seller.

4.11 Third Party Approvals. Except for (a) entry of the Sale Order, and (b) approvals or consents set forth on Schedule 4.11, the execution, delivery and performance by the Seller of this Agreement and the consummation of the transactions contemplated hereby do not require any consent, waiver, authorization or approval of, or filings with, any Person (including any Governmental Authority) that has not been obtained or is not deemed to be superseded by applicable provisions of the Bankruptcy Code (the matters described in this Section 4.11, collectively referred to as the "Consents").

4.12 Real Estate.

(a) Except as set forth on Schedule 4.12(a), the Seller has, and at Closing shall transfer to the Buyer, a valid leasehold interest in the premises subject to the Assumed Real Property Leases, free and clear of any Liens other than Permitted Liens. Except as set forth on Schedule 4.12(a), the Seller as of the date of this Agreement enjoys peaceful and undisturbed possession under all premises subject to the Assumed Real Property Leases.

(b) Except as set forth on Schedule 4.12(b), as of the date of this Agreement, the Seller has not received any notice of any pending, threatened or contemplated condemnation proceeding affecting any of the premises subject to the Assumed Real Property Leases or any material part thereof or any proposed termination or impairment of any parking at any of such premises or of any sale or other disposition of any of such premises or any part thereof in lieu of condemnation.

(c) The Seller has not assigned, transferred, conveyed, mortgaged, deeded in trust or encumbered any interest in the premises subject to the Assumed Real Property Leases, except for assignments, transfers, conveyances, mortgages, deeds of trust or other encumbrances that shall be released or terminated at Closing.

4.13 Labor and Employment Matters.

(a) The Seller (i) has withheld all amounts required by Applicable Law or by agreement to be withheld from the wages, salaries and other payments to its employees and (ii) is not liable for any arrears of wages or any Taxes or any penalty for failure to comply with any of the foregoing. Without limiting the generality of the foregoing, the Seller has timely paid or adequately accrued to be paid to any unemployment compensation fund or other fund to which the Seller is required to contribute under Applicable Laws through the Closing.

(b) The Seller is not a party to a collective bargaining agreement (including side letters or agreements, supplemental agreements or memorandum of understanding that would materially alter a collective bargaining agreement) covering any employees, nor, to the Knowledge of the Seller, are there currently any union organizing efforts by or with respect to any such employees. The Seller with respect to the Business has not experienced any actual or, to the Seller's Knowledge, threatened employee strike or employee related work stoppage, slowdown or lockout, except for matters that would not, individually or in the aggregate, materially and adversely affect the Buyer, the Assets or the Business.

(c) Except as set forth in Schedule 4.13(c), the Seller does not have any employment agreements with any of its employees that are not terminable at will without material cost or expense at the election of the Seller. Except as set forth in Schedule 4.13(c), the Seller is not party to any change of control severance agreements, except for those previously identified in writing to the Buyer.

(d) Except as set forth in Schedule 4.13(d), (i) there are no administrative charges or court complaints against the Seller concerning alleged employment discrimination or other employment related matters that are pending or, to the Knowledge of the Seller, threatened before the U.S. Equal Employment Opportunity Commission, the U.S. Department of Labor or any other Governmental Authority and (ii) the Seller is in compliance with all Applicable Laws relating to employment and employment practices, wages, hours, and terms and conditions of employment, including all immigration laws.

4.14 Benefit Matters.

(a) Except as provided on Schedule 4.14(a) and except for health continuation coverage as required by Section 4980B of the Code or Part 6 of Title I of ERISA, the Seller does not have any liability for life, health, medical or other welfare benefits to former employees or beneficiaries or dependents thereof that shall affect the Buyer or the Assets. There is no health care plan sponsored or maintained by the Seller that provides health or dental coverage or benefits to any current or future retiree of the Seller or their spouses or dependents.

(b) Schedule 4.14(b) contains a list of all Employee Plans sponsored, maintained or contributed to by the Seller, or to which the Seller has an obligation to contribute. With respect to any Employee Plan that is sponsored, maintained, or contributed to (or to which there is an obligation to contribute), or has been sponsored, maintained, or contributed to (or to which there has been an obligation to contribute) within six (6) years prior to the Closing Date, by the Seller, or any corporation, trade, business, or entity under common control with either Seller, within the meaning of Section 414(b), (c), (in) or (o) of the Code or Section 4001 of ERISA ("Commonly Controlled Entity"), except as set forth on Schedule 4.14(b) (i) no withdrawal liability, within the meaning of Section 4201 of ERISA, has been incurred, which withdrawal liability has not been satisfied in full, (ii) no liability to the Pension Benefit Guaranty Corporation has been incurred by the Seller or any Commonly Controlled Entity, which liability has not been satisfied in full, (iii) no Tax under Section 4971 of the Code has been incurred for failure to satisfy the minimum funding requirements, (iv) all contributions (including employer contributions and employee elective deferred contributions) that are due have been timely paid to the Savings Plans and all

contributions (including installments) to such plan (other than the Savings Plans) required by Sections 302, 303 and 304 of ERISA and Sections 412, 430, 431 and 432 of the Code have been timely made and all contributions for any period ending before the Closing Date that are not yet due have been paid up to and including the Closing Date to any such Employee Plan which is subject to Section 302 of ERISA or Section 412 of the Code, or accrued on the books of the Seller or any Commonly Controlled Entity, (v) no liability under Sections 302, 303 or 304 of ERISA, Sections 412, 430, 431 or 432 of the Code or Title IV of ERISA has been incurred by either Seller or any Commonly Controlled Entity that could become a Liability of the Buyer or any of its Affiliates and (vi) no Employee Plan is a Multiemployer Plan or is subject to Title IV of ERISA.

4.15 Intellectual Property.

(a) Schedule 4.15(a) includes a listing of all of the patents, trademark, service mark and copyright registrations, domain names and the pending patent, trademark and copyright applications for Intellectual Property that are owned by the Seller.

(b) Schedule 4.15(b) also includes a listing of all licenses and other agreements to which the Seller is a party that are related to the operation of the Business and pursuant to which the Seller authorizes any other Person to use any Intellectual Property, and also includes a listing of all licenses and other agreements pursuant to which Intellectual Property that is used in the operation of the Business and owned by Persons other than the Seller is licensed to the Seller.

(c) Each item of Transferred Intellectual Property owned by the Seller (i) is valid, subsisting and in full force and effect and (ii) has not been abandoned or passed into the public domain and (iii) does not infringe on any third party's intellectual property rights. Except as set forth on Schedule 4.15(c), the Seller has not been notified in writing prior to the date of this Agreement that it is or may be infringing any patents, trade secrets, trademarks, trade names, service marks, service names, copyrights or other Intellectual Property of any third party and, to the Knowledge of the Seller, there is no continuing infringement of the Transferred Intellectual Property by other Persons. Except as set forth on Schedule 4.15(c), the Seller as of the date of this Agreement is not bound by any outstanding judgment, injunction, order or decree restricting the use of the Transferred Intellectual Property, or restricting the licensing thereof by the Seller to any Person, and the issued patents and the issued trademark, service mark and copyright registrations and URLs listed on Schedule 4.15(a) have not lapsed, expired or been cancelled. The Seller has taken reasonable measures to protect and maintain all of the Seller's rights in the Transferred Intellectual Property.

4.16 Absence of Certain Changes or Events. Except as set forth in Schedule 4.16(a), since January 1, 2014, the Business has been operated in the ordinary course other than with respect to the bankruptcy proceedings and there has not been any uninsured loss, damage, destruction or other casualty to the Assets outside of the ordinary course of business.

4.17 Financial Assurance Instruments. Schedule 4.17 contains an accurate and complete list of all outstanding financial assurance instruments related to the Business, including performance

bonds, letters of credit and surety bonds. True and complete copies of such financial assurance instruments have been provided to the Buyer.

4.18 Insurance. Schedule 4.18 contains an accurate and complete list of all material policies or binders of property, general liability, workmen's compensation, automobile liability and pollution legal liability insurance held by or on behalf of the Seller in connection with the Business. The Seller has not received notice of cancellation or non-renewal of any policy of insurance, nor been refused any insurance, nor has their coverage been limited by any carrier, in each case in connection with the Seller's ownership of the Assets and operation of the Business.

4.19 Accounts Receivable and Accounts Payable. All Transferred Receivables represent bona fide transactions as to which the products giving rise to such Transferred Receivables have been shipped by Seller and received by the account debtor, have arisen in the ordinary course of business, are valid and not subject to material set off or counterclaim, except for customary allowances and reserves in the ordinary course of business and subject to allowances for doubtful receivables recorded in the financial records of the Seller in the ordinary course of business, consistent with past practice. All of the post-petition accounts payable, including post-petition trade accounts payable, included in the Assumed Liabilities represent bona fide transactions and have arisen in the ordinary course of business, taking into account the pendency of the Cases, and no material such post-petition account payable is delinquent by more than thirty (30) days in its payment.

4.20 Customers and Suppliers

(a)Customers. All contracts with customers were entered into by or on behalf of Seller and were entered into in the ordinary course of business for usual quantities and at normal prices and credit terms.

(b)Suppliers. All contracts with suppliers were entered into by or on behalf of Seller and were entered into in the ordinary course of business for usual quantities and at normal prices.

(c)The Seller has not entered into any contract under which Seller is restricted from selling, licensing or otherwise distributing any Seller products to any class of customers, in any geographic area, during any period of time or in any segment of the market. There is no purchase commitment which provides that any supplier will be the exclusive supplier of Seller or distributor on behalf of Seller. There is no purchase commitment requiring Seller to purchase the entire output of a supplier.

(d)Seller has not received any notice or other communication, has not received any other information indicating, and otherwise has no Knowledge, that any current customer, supplier or distributor may cease dealing with Seller, may otherwise materially reduce the volume of business transacted by such person/entity with Seller or otherwise is materially dissatisfied with the service Seller provides such person/entity. Seller has no reason to believe that any such person/entity will cease to do business with Purchaser after, or as a result of, the Closing, or that such person/entity is threatened with bankruptcy or insolvency. Seller has no Knowledge of any fact, condition or event which may, by itself or in the aggregate, adversely affect its relationship

with any such Person. Since June 30, 2014, there has been no cancellation of backlogged orders in excess of the average rate of cancellation prior to such date.

(e) Neither the Seller nor any of its officers or employees has directly or indirectly given or agreed to give any rebate, gift or similar benefit to any customer, supplier, distributor, broker, governmental employee or other person/entity, who was, is or may be in a position to help or hinder the Company (or assist in connection with any actual or proposed transaction) which could subject the Seller (or Buyer after consummation of the Transaction) to any damage or penalty in any civil, criminal or governmental litigation or proceeding or which would have a Material Adverse Effect on Seller (or Buyer after consummation of the Closing).

4.21 List of Executory Contract and Unexpired Leases. The list of executory Contracts and unexpired leases to be provided by Seller pursuant to Section 1.4(a) is complete and accurate.

4.22 Disclaimer of Representations and Warranties; Schedules. NEITHER THE SELLER NOR ANY EMPLOYEES, DIRECTORS, OFFICERS, SHAREHOLDERS OR REPRESENTATIVES OF THE SELLER HAS MADE ANY REPRESENTATIONS OR WARRANTIES, WHETHER EXPRESS OR IMPLIED, AT LAW OR IN EQUITY, RELATING TO THE SELLER OR ITS BUSINESS OPERATIONS OR PROSPECTS OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, WITH RESPECT TO MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, IN CONNECTION WITH THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT OTHER THAN THOSE EXPRESSLY MADE IN THIS AGREEMENT OR ANY SCHEDULE HERETO OR ANY ANCILLARY AGREEMENT.

4.23 Survival of Representations and Warranties of Seller. The representations and warranties of the Seller in this Agreement and each Ancillary Agreement shall survive for one year after the Closing Date.

4.24 Limited Recourse. The Seller shall deposit the Cash Portion, less the Cure Costs payable by Seller in a segregated account ("Cash Portion Account"). All expenses of the Seller including, without limitation, payments to professionals authorized in the Case, and distributions to parties in interest in the Case shall be made from the Cash Portion Account until the Cash Portion Account has been exhausted. Any other Cash received by the Seller shall be deposited in an account that is segregated from the Cash Portion Account (the "Proceeds Account"). Buyer shall not have recourse to the Cash Portion Account with respect to any claim that Buyer may have for breach of one or more of the foregoing representations and warranties. For purposes of clarity, Buyer shall have recourse to any of Seller's property, other than the Cash Portion Account, including, without limitation, the Proceeds Account, with respect to any claim that Buyer may have for breach of one or more of the foregoing representations and warranties.

ARTICLE 5 REPRESENTATIONS AND WARRANTIES OF THE BUYER

The Buyer represents and warrants to the Seller that the following are true and correct as of the date hereof and shall be true and correct at the date of the Closing:

5.1 Organization and Power. The Buyer (a) is a duly organized, validly existing entity under the laws and in good standing in the state of its organization, (b) has all requisite power and authority to carry on the business in which it is now engaged, and (c) has taken all action required by Applicable Law, and by the Buyer's organizational documents, to authorize the execution and delivery of this Agreement and the purchase of the Assets and assumption of the Assumed Liabilities in accordance with this Agreement.

5.2 Authority; No Conflicts. The Buyer has the requisite power and authority (including full limited liability company power and authority) to execute this Agreement and each Ancillary Agreement to which the Buyer is a party and to consummate the transactions contemplated hereby and thereby. The execution, delivery and performance by the Buyer of this Agreement and each Ancillary Agreement to which the Buyer is a party (a) do not and shall not violate or conflict with any provision of the certificate of formation or limited liability company agreement of the Buyer, and (b) do not and shall not violate any provision of any Applicable Law or any order, judgment or decree of any Governmental Entity or any Governmental Authority.

5.3 Execution and Delivery. The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby has been duly authorized by all necessary limited liability company action on the part of the Buyer, and the execution and performance of each Ancillary Agreement to which the Buyer is a party has been or shall be authorized by all necessary limited liability company action on the part of the Buyer prior to the Closing Date. This Agreement constitutes, and upon execution by the Buyer of each of the Ancillary Agreements to which it is a party, such agreements shall constitute, valid and binding obligations of the Buyer, enforceable against the Buyer in accordance with their respective terms.

5.4 Litigation. There is no claim, litigation, action or legal proceeding before a Governmental Entity or, to the Buyer's knowledge, threatened against the Buyer, prohibiting the Buyer to perform its obligations hereunder. There are no bankruptcy, reorganization or arrangement proceedings pending, being contemplated by or, to the Buyer's knowledge, and threatened against the Buyer.

5.5 No Brokers. The Buyer has not utilized the services of or contracted or dealt with a broker or finder in connection with any of the transactions contemplated by this Agreement, including the Buyer's purchase of the Assets or any portion thereof, and no commission or other compensation is or shall be due or owed from the Buyer to any Person with respect to the purchase and sale of the Assets.

5.6 Survival of Representations and Warranties of Buyer. The representations and warranties of the Buyer in this Agreement and each Ancillary Agreement to which the Buyer is a party shall survive the Closing Date by one year.

ARTICLE 6 COVENANTS OF THE SELLER

The Seller covenants and agrees with the Buyer that:

6.1 Access. Prior to the Closing, the Seller shall afford to the authorized representatives of the Buyer reasonable access during normal business hours to the business, Leased Real Property, facilities, books and records (regardless of form or medium, which shall include source code and related documentation, databases, and other electronic media), and senior management so as to afford the Buyer reasonable opportunity to make such review, examination and investigation of the Business as the Buyer reasonably determine is necessary in connection with the consummation of the transactions contemplated hereby and the financing thereof, and during such period the Seller shall furnish, as reasonably promptly as practical, to the Buyer and its representatives any information they may reasonably request; *provided* that (a) the Buyer shall provide the Seller with sufficient advance notice of such access (which shall be no less than one (1) Business Day) to permit the Seller to designate a party to accompany the Buyer when they are visiting the Seller's facilities should they so desire, and (b) the foregoing right of access shall not be exercisable in such a manner as to interfere in a material way with the normal operations and business of the Seller. The Buyer shall be permitted to make extracts from or to make copies of such books and records as may be reasonably necessary in connection therewith; *provided* that in the event that Seller has executed an agreement with a third party providing that any information in its possession from such third party is covered by confidentiality protections, Seller shall not provide access to such information to the Buyer until Seller has obtained the necessary waivers from such third party to permit the disclosure to the Buyer of such information and such Seller shall use its reasonable best efforts to obtain such waivers. All requests for information pursuant to this Section 6.1 shall be directed to any of the persons listed on Schedule 6.1 hereto or any other such additional person as may be designated by the Seller.

6.2 Reasonable Best Efforts. The Seller shall use its reasonable best efforts to cause, to the extent within the Seller's control, the conditions set forth in Article 8 to be satisfied and to facilitate and cause the consummation of the transactions contemplated hereby.

6.3 Notice to the Buyer. The Seller agrees to promptly notify the Buyer in writing of any information it obtains or becomes aware of that would indicate that a representation and warranty of the Seller made herein or in any Schedule hereto is not correct in all respects or that any of the conditions to Closing shall not be satisfied; provided, however, any such notice shall not be deemed to cure the Seller's breach of such representation and warranty.

6.4 New Commitments. Without the prior written consent of the Buyer (which shall not be unreasonably withheld), the Seller shall not, prior to the Closing (a) other than in accordance with the Bid Procedures Order, enter into any new agreement or commitment with respect to the Assets or the Business other than in the ordinary course operation of the Business, (b) modify or terminate any existing agreements relating to the Assets other than in the ordinary course operation of the Business, or (c) encumber, sell or otherwise dispose of any of the Assets other than personal property that is replaced by equivalent property or consumed in the normal, ordinary course operation of the Business, except for any commitment as set forth on Schedule 6.4 sought pursuant to motions pending with or approved by the Bankruptcy Court as of the date hereof.

6.5 Maintenance of Interests. The Seller shall use its reasonable best efforts from the date

of execution of this Agreement until the Closing to maintain and operate the Business and Assets (or cause the Business and Assets to be maintained and operated) in the ordinary course of business consistent with past practice, in a reasonable and prudent manner, in full compliance with Applicable Law, to maintain insurance now in force with respect to the Assets, and, subject to applicable bankruptcy law, to pay when due all costs and expenses coming due and payable in connection with the normal maintenance and operation of the Assets. Without limiting the generality of the foregoing and without the prior written consent of the Buyer, Seller shall not, except as set forth on Schedule 6.5 or as is being sought pursuant to motions pending with, or approved by, the Bankruptcy Court as of the date hereof: (a) introduce any materially new or different method of maintenance, operation or accounting with respect to the Business and the Assets, (b) incur any liabilities other than in the ordinary course of business, (c) enter into, amend or terminate any employment, bonus, severance or retirement contract or arrangement, nor increase any salary or other form of compensation payable or to become payable to any executives or employees of the Business (except for the payment of a sale bonus as may be approved pursuant to the motion filed with the Bankruptcy Court), or (d) sell, lease or otherwise dispose of or agree to sell, lease or otherwise dispose of, any of its assets, properties, rights or claims, except for sales of inventory in the ordinary course of business consistent with past practice.

6.6 Reports and Information. The Seller shall, promptly on receipt, deliver to the Buyer copies of all notices, reports, demands, claims, appraisals, and similar information supplied by any Person asserting a Lien or by any Governmental Authority respecting the Assets, or their ownership or operation. Prior to Closing, the Seller shall deliver to the Buyer monthly financial statements within thirty (30) days of the applicable month-end, which financial statements shall be similar in scope to and shall be prepared on a consistent basis with, the monthly financial statements previously provided to the Buyer.

6.7 Consents and Approvals. The Seller shall use its reasonable best efforts to obtain all Consents required by the Bankruptcy Code or other Applicable Law to be obtained by the Seller to effect the transactions contemplated hereby. Without limiting the foregoing, as soon as practicable after the date of this Agreement, the Seller shall make or cause to be made all such further filings and submissions, and take or cause to be taken such further action, as may reasonably be required in connection therewith on a timely basis.

6.8 Employee and Employee Benefits Obligations. Other than the liabilities and obligations with respect to the Transferred Employees that the Buyer has expressly agreed to assume, perform and become responsible for in accordance with Section 7.4, the Seller shall, subject to Section 2.4, retain and be responsible for all liabilities and obligations with respect to its current and former employees and their dependents and beneficiaries, including all liabilities and obligations arising under any Employee Plan, including any Savings Plan, sponsored, maintained or contributed to (or to which there has been an obligation to contribute) at any time by the Seller or any Commonly Controlled Entity.

ARTICLE 7 COVENANTS OF THE BUYER

The Buyer covenants and agrees with the Seller that:

7.1 Reasonable Best Efforts. The Buyer shall use its reasonable best efforts to cause, to the extent within the Buyer's control, the conditions set forth in Article 8 to be satisfied and to facilitate and cause the consummation of the transactions contemplated hereby.

7.2 Bankruptcy Court Approval and Related Matters. The Buyer acknowledges and agrees to Article 11 and shall use reasonable best efforts to assist the Seller in obtaining any orders necessary to consummate the transactions contemplated hereby and any orders ancillary hereto and agrees to provide the Seller with information necessary to obtain such orders.

7.3 Confidentiality. The Buyer shall maintain the Confidential Information in accordance with the terms of the Confidentiality Agreement. In the event the Closing does not occur for any reason, the Buyer shall immediately return to the Seller or destroy all copies and recordings of the Confidential Information in their possession or under their control in accordance with the Confidentiality Agreement.

7.4 Transferred Employees.

(a) By or in connection with the Closing, the Buyer shall deliver, in writing individually or generally, an offer of employment commencing on the Closing Date or assignment date, as applicable, and contingent upon the Closing or such assignment, on an at-will basis (except to the extent otherwise expressly agreed in a writing signed by the Buyer and such employee), to the identified employees of the Seller that Buyer, in its sole discretion, elects to employ. The individuals who accept offers of employment extended by the Buyer pursuant to this Section 7.4(a) are hereinafter referred to as the "Transferred Employees."

(b) The Buyer shall assume and be responsible for the payment of all compensation and benefits payable or to be provided to the Transferred Employees from and after the Closing Date or applicable assignment date. The Buyer shall have no liability for any compensation, benefits, or any other employment related obligations owed or accruing in favor of the Seller's employees prior to the Closing Date.

ARTICLE 8 CONDITIONS TO CLOSING

8.1 Seller's Conditions to Closing. The obligations of the Seller at the Closing are subject, at the option of the Seller, to the satisfaction at or prior to the Closing of the following conditions:

(a) All representations and warranties of the Buyer contained in this Agreement shall be true in all respects at and as of the Closing and the Buyer shall have performed and satisfied all material obligations in all material respects required by this Agreement to be performed and

satisfied by the Buyer at or prior to the Closing. The Buyer shall have provided the Seller with certificates executed by a responsible officer of the Buyer to such effect;

(b) No stay or injunction shall have been obtained by a court of competent jurisdiction restraining, prohibiting or declaring illegal the purchase and sale contemplated by this Agreement;

(c) The entry by the Bankruptcy Court of the Sale Order and the expiration of any stay of that order;

(d) All material Consents legally required to be obtained by the Seller for the Closing shall have been obtained; and

(e) The Buyer shall have executed and delivered the documents required to be executed and delivered pursuant to Section 3.3.

8.2 Buyer's Conditions to Closing. The obligations of the Buyer to consummate the transactions contemplated hereby at the Closing are subject, at the option of the Buyer, to the satisfaction at or prior to the Closing of the following conditions:

(a) All representations and warranties of the Seller contained in this Agreement and the Ancillary Agreements shall be true in all respects at and as of the Closing and the Seller shall have performed and satisfied all obligations required by, and all covenants included in, this Agreement and the Ancillary Agreements to be performed and satisfied by the Seller at or prior to the Closing. The Seller shall have provided the Buyer with certificates executed by a responsible officer of the Seller to such effect;

(b) No stay or injunction shall have been obtained by a court of competent jurisdiction restraining, prohibiting or declaring illegal the purchase and sale contemplated by this Agreement;

(c) The Entry by the Bankruptcy Court of the Bid Procedures Order.

(d) The entry by the Bankruptcy Court of the Sale Order, which shall include a finding that the Buyer is a good faith purchaser pursuant to Bankruptcy Code Section 363(m), the expiration of any stay of that order, and the absence of any appeal or request for rehearing with respect to that order;

(d) All Consents legally required to be obtained by the Seller for the Closing shall have been obtained, and

(e) The Seller shall have executed and delivered the documents required to be executed and delivered pursuant to Section 3.2.

ARTICLE 9 ADDITIONAL OBLIGATIONS AFTER CLOSING

The Parties shall have the following additional obligations after the Closing:

9.1 **Execution; Delivery of Instruments and Assistance.** The Seller and the Buyer shall each execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such instruments and take such other actions as may be necessary or advisable to carry out their obligations under this Agreement and the Agency Agreement and under any document, certificate or other instrument delivered pursuant hereto or thereto or required by Applicable Law.

9.2 **Name Change.** From and after the Closing Date, the Seller shall change its name to a name that is not (and that is not confusingly similar to) "Crunchies" or "Crunchies Food Company", it being the intent of the Parties that from and after the Closing, the Buyer shall have the sole right to conduct business under such name.

9.3 **Access to Records.** From and after the Closing Date, the Seller on the one hand and the Buyer on the other hand shall afford each other and their respective counsel, accountants and other representatives such access to records in respect of the Seller's businesses which, after the Closing, are in the custody or control of the other Party and which such Party reasonably requires, including in order to comply with its obligations under Applicable Law, including, but not limited to, audits by Tax authorities, or which the Buyer reasonably requires to comply with its material obligations under the Assumed Liabilities or the Assumed Contracts. Each Party may require the other Party or its representatives to enter into a confidentiality agreement in customary form in connection with providing access to the records of such Party.

9.4 **Accounts Receivable/Collections.** The Seller shall promptly deliver to the Buyer any cash, checks or other property they may receive after the Closing in respect of the Transferred Accounts Receivable, including any credit card receipts.

ARTICLE 10 TERMINATION

10.1 Termination. This Agreement may be terminated as follows:

(a) At any time by the mutual written agreement of the Seller and the Buyer;

(b) By the Buyer, at its sole election, in the event that the Sale Motion or the Bid Procedures Motion has not been filed with the Bankruptcy Court within the time period required in Section 11.1; *provided* that the Buyer shall not be entitled to terminate this Agreement pursuant to this Section 10.1(b) if the failure to file the Sale Motion or Bid Procedures Motion within such time period results primarily from the Buyer itself materially breaching any representation, warranty or covenant contained in this Agreement;

(c) Automatically, upon the consummation of any Acquisition Transaction between the Seller and a party other than the Buyer;

(d) By the Buyer, at its sole election, in the event that the Closing shall not have occurred on or before October 28, 2014; *provided* that the Buyer shall not be entitled to terminate this Agreement pursuant to this Section 10.1(d) if the failure of the Closing to occur on or prior to such date results primarily from the Buyer itself materially breaching any representation, warranty or covenant contained in this Agreement;

(e) By the Seller, at its sole election, in the event that the Closing shall not have occurred on or before November 22, 2014; *provided* that the Seller shall not be entitled to terminate this Agreement pursuant to this Section 10.1(e) if the failure of the Closing to occur on or prior to such date results primarily from the Seller itself materially breaching any representation, warranty or covenant contained in this Agreement;

(f) By the Buyer, at its sole election, in the event of a material breach of this Agreement, including, without limitation, the covenants of the Seller in this Agreement, by the Seller that has not been cured, or if any representation or warranty of the Seller shall have become untrue in any material respect, in either case such that such breach or untruth is incapable of being cured, by October 21, 2014;

(g) By the Seller, at its sole election, in the event of a material breach of this Agreement by the Buyer that has not been cured, or if any representation or warranty of the Buyer shall have become untrue in any material respect, in either case such that such breach or untruth is incapable of being cured, by October 21, 2014;

(h) By the Buyer, at its sole election, upon: (i) the granting of any motion for relief from the automatic stay which would have a Material Adverse Effect, (ii) the conversion of the Case to a case under Chapter 7 of the Bankruptcy Code, (iii) the dismissal of the Case, the filing of any plan of reorganization by any party in interest that does not incorporate this Agreement, the filing of any motion by a party in interest in the Case to liquidate the Assets or any similar commencement of liquidation proceedings relating to Seller, other than as contemplated herein, in each case which are not dismissed by October 21, 2014, or upon the commencement of any similar actions or proceedings in or by any foreign court with respect the Seller, which are not dismissed by October 21, 2014; or (iv) upon the entry of an order by the Bankruptcy Court for the appointment of a trustee or examiner with managerial powers, other than at the request of the Buyer, and such trustee or examiner takes any action to interfere with or impair the transaction contemplated by this Agreement or does not agree to proceed with the transaction contemplated by this Agreement by October 21, 2014.

(i) By the Buyer, at its sole election, in the event Buyer is not satisfied with its due diligence investigation, in Buyer's sole and absolute discretion, at any time prior to 5:00 p.m. Pacific Daylight Time on October 17, 2014, or such later date and time as to which Buyer and Seller may agree in writing.

10.2 Effect of Termination. Upon the termination of this Agreement in accordance with Section 10.1, the Parties shall be relieved of any further obligations or liability under this Agreement other than (a) confidentiality obligations contained in Section 7.3, (b) any obligations for material breach of this Agreement occurring prior to such termination, (c) obligations contained in Section 2.6 and (d) any obligations contained in Article 11.

ARTICLE 11 CHAPTER 11 BANKRUPTCY PROCEEDING

11.1 Bankruptcy Court Approval of the Buyer as Initial Bidder.

On or before October 11, 2014, the Seller shall file a motion with the Bankruptcy Court pursuant to Sections 363 and Section 365 of the Bankruptcy Code (the "Sale Motion") seeking (a) approval of the provisions of this Agreement and the transactions contemplated hereby and thereby under Section 363 of the Bankruptcy Code, (b) assumption and assignment of the Assumed Real Property Leases and Assumed Contracts from the Seller to the Buyers under Section 365 of the Bankruptcy Code, and (c) entry of the Sale Order. The hearing on such motion shall be held on October 21, 2014, at the hour of 1:30 p.m. (the "Sale Motion Date"), which is the date and time set by the Bankruptcy Court for a hearing on such motion. The Sale Motion shall seek Bankruptcy Court approval of the provisions set forth in this Agreement.

11.2 Motions and Notices Regarding Sale of Assets and Assumption and Assignment of Assumed Real Estate Leases and Assumed Contracts.

(a) At the Sale Motion Date, the Seller shall seek the entry of the Sale Order granting the Sale Motion, which Sale Order shall include, among other things, findings of fact and conclusions of law that the Buyer is not a successor in interest to the Seller or any Affiliate of the Seller under any doctrine providing for "successor liability" and that the Buyer is a good faith purchaser pursuant to Bankruptcy Code Section 363(m).

(b) The Seller covenants that, to the extent that they have not done so prior to the date of this Agreement, it shall promptly serve the third parties who are parties to Assumed Real Estate Leases, Assumed Equipment Leases, and Assumed Contracts (such third parties being "Cure Obligees") with written notice of proposed cures on the Assumed Real Estate Leases and Assumed Contracts (such notice being the "Proposed Cure Notice"), which Proposed Cure Notice shall be provided to the Buyer within the time periods provided by the Bid Procedures Order. The Proposed Cure Notice shall, as set forth in the Bid Procedures Order, establish a deadline reasonably in advance of the Closing Date by which Cure Obligees must object to their respective proposed cures or be deemed to have waived any such objection.

11.3 Requests for Information. From the date of the approval of the Bid Procedures Order (a) if the Seller supplies any information regarding the Business to a potential bidder not heretofore given to the Buyer, the Seller shall further provide the Buyer with a copy of such information within 24 hours of providing that information to any other potential bidder (unless such information shall have previously been provided to the Buyer); and (b) with respect to any bid, term sheet, or written expression of interest by any other party for any asset or assets of any

Seller, or any other reorganization proposal, submitted prior to the bid deadline established in the Bid Procedures Order, the Seller shall provide the Buyer with prompt notice of such proposal and a copy of such proposal within 48 hours of Seller's receipt thereof.

11.4 Break Up Fee. If this Agreement is terminated for any reason except pursuant to Section 10.1(a), (g) or (i), then in consideration of the real and substantial benefits conferred by the Buyer upon the Seller's bankruptcy estates by providing a minimum floor bid upon which the Seller, and its creditors and the other bidders were able to rely and in consideration of the time, expense and risks associated with serving as the "Initial Bidder," including legal fees and expenses, overhead costs, due diligence expenses and other similar expenses related to the negotiation and preparation of this Agreement and of all related transactional documentation, due diligence and representation, the Seller shall pay to the Buyer at the time of the closing of the sale of the Assets to the successful bidder for the Assets, provided that the Buyer is not then in material default of its obligations under this Agreement, the sum of \$100,000 (the "Break Up Fee"). The Seller and Buyer agree and stipulate that the Buyers have provided a substantial benefit to the Seller's estate by increasing the likelihood that the best possible price for the Assets shall be received and that the Break Up Fee is reasonable and appropriate in light of the size and nature of the proposed sale transactions and comparable transactions, the commitments that have been made and the efforts that have and shall be expended by the Buyer and were necessary to induce the Buyer to pursue the transactions contemplated hereby under the terms of this Agreement.

11.5 Defense of Orders. The Seller, at its sole cost and expense, shall diligently defend the Bid Procedures Order and the Sale Order in the event that any motion for reconsideration or appeal of such Orders is filed.

ARTICLE 12 GENERAL PROVISIONS

12.1 Notice. All notices hereunder shall be in writing, dated and signed by the Party giving the same. Each notice shall be either (a) delivered in person to the address of the Party for whom it is intended at the address of such Party as shown below, (b) delivered to the United States Postal Service in a secure and sealed envelope or other suitable wrapper addressed to the Party for whom it is intended at the address of such Party as provided below, with sufficient postage affixed, certified or registered mail, return receipt requested, (c) sent by facsimile with a confirmation sheet, or (d) delivered to a nationally recognized overnight courier service that traces any such notice. The effective date of such notice shall be the date of delivery in the event of delivery in accordance with (a) or (c) and five (5) days after deposit in the U.S. Mail in the event of delivery in accordance with (b). The address at which any Party hereto is to receive notice may be changed from time to time by such Party by giving notice of the new address to all other parties hereto. The addresses of the Parties, until changed in accordance with the foregoing, are:

The Seller:

David Neale
Levene, Neale, Bender, Yoo & Brill LLP
10250 Constellation Blvd, # 1700,
Los Angeles, CA 90067-6217
Facsimile: 310.229.1244

The Buyer:

Evan D. Smiley
Robert S. Marticello
Smiley Wang-Ekval, LLP
3200 Park Center Drive, Suite 250
Costa Mesa, CA 92626

AND

Richard W. Esterkin
Bryan S. Gadol
Morgan, Lewis & Bockius LLP
300 South Grand Ave, 22nd Fl.
Los Angeles, CA 90071-3132
Facsimile: 213.612.2501

12.2 Amendment. This Agreement may not be amended nor any rights hereunder waived except by an instrument in writing signed by the Parties.

12.3 Payment of Costs. Except as otherwise set forth herein, the Parties shall each pay their own costs incurred in negotiating this Agreement and in consummating the transactions contemplated hereby, including any fees or commission payable to any party representing them in connection with arranging or negotiating this Agreement and transactions contemplated hereby.

12.4 Headings. The headings of the sections of this Agreement are for convenience or reference only and shall not affect any of the provisions of this Agreement.

12.5 References. References made in this Agreement, including use of a pronoun, shall be deemed to include, where applicable, masculine, feminine, singular or plural, individuals, partnerships or corporations.

12.6 Applicable Law. This Agreement and the transactions contemplated hereby shall be construed in accordance with and governed by the laws of the State of California. Each of the Parties agrees that, so long as the Case is pending, any proceeding brought to enforce the rights and obligations of any Party under this Agreement (including the schedules attached hereto) or any Ancillary Agreement shall be commenced and maintained exclusively in the Bankruptcy Court and that the Bankruptcy Court shall have exclusive jurisdiction over any such proceeding.

If the Case has been dismissed or closed, any proceeding brought to enforce the rights and obligations of any Party under this Agreement (including the schedules attached hereto) or any Ancillary Agreement may be commenced and maintained exclusively in a state or federal court located in Los Angeles County, California, including the Bankruptcy Court, in the event that the Case is re-opened for that purpose.

12.7 Entire Agreement. This Agreement, the Schedules attached hereto, and the Ancillary Agreements (in each case incorporated herein by this reference) contain the entire agreement and understanding of the Parties hereto with respect to the transactions contemplated hereby, and supersede any and all prior agreement, arrangements, and understandings, whether oral or written, between the Parties.

12.8 Binding Effect. Once approved by the Bankruptcy Court, this Agreement shall be binding upon and shall inure to the benefit of the Parties and, except as otherwise prohibited, their respective successors and assigns. Nothing contained in this Agreement, or implied herefrom, is intended to confer upon any Person other than the Parties any benefits, rights, or remedies.

12.9 Assignment. No Party may assign all or any portion of its respective rights or delegate any portion of its duties hereunder without (a) the approval of the Bankruptcy Court and (b) the written consent of the other Parties. All of the terms, provisions and conditions of this Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors, assigns and legal representatives.

12.10 Severability. If a court of competent jurisdiction determines that any provision of this Agreement is void, illegal or unenforceable, the other provisions of this Agreement shall remain in full force and effect and the provisions that are determined to be void, illegal or unenforceable shall be limited so that they shall remain in effect to the extent permissible by Applicable Law.

12.11 Publicity. Prior to the Closing, no Party shall issue any press release or similar public announcement concerning the transactions contemplated hereby or the contents of this Agreement without the prior written consent of the other Parties, which consent shall not be unreasonably withheld or delayed. Notwithstanding the foregoing, nothing in this Section 12.11 shall preclude any Party (or Person controlling such Party) from making disclosures required by Applicable Law or Governmental Authority, or appropriate filings with the Bankruptcy Court in connection with the Cases or necessary and proper in conjunction with the filing of any Tax return or other document required to be filed with any Governmental Authority; *provided* that the Party required to make the release or statement shall allow the other Party reasonable time to comment on such release or statement in advance of such issuance.

12.12 Construction. The Parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Agreement. Any reference to any federal, state, local or foreign statute shall be deemed to refer to such statute as amended and to all rules and regulations promulgated

thereunder, unless the context requires otherwise. The word “include” or “including” means include or including, without limitation. All references in this Agreement to Sections and Schedules shall be deemed references to Sections of, and Schedules to, this Agreement unless the context shall otherwise require.

12.13 Specific Performance. Each Party acknowledges that irreparable damage would occur in the event that any of the provisions of this Agreement were not performed by such Party in accordance with their specific terms or were otherwise breached by such Party. Each Party accordingly agrees that, prior to the termination of this Agreement pursuant to Article 10, in addition to any other remedy to which the other Parties are entitled at law or in equity, the other Parties are entitled to injunctive relief to prevent breaches of this Agreement by such Party and otherwise to enforce specifically the provisions of this Agreement against such Party. Each Party expressly waives any requirement that any other Party obtain any bond or provide any indemnity in connection with any action seeking injunctive relief or specific enforcement of the provisions of this Agreement. If the Seller asserts a claim for actual damages against the Buyer based on an alleged breach, the Seller must bring an action against the Buyer in Bankruptcy Court seeking recovery of actual damages.

ARTICLE 13 DEFINITIONS

13.1 “Accounts Receivable” shall mean all accounts and notes receivable of the Seller.

13.2 “Acquisition Transaction” shall mean any sale, transfer or other disposition (not involving the Buyer or its Affiliates), in one transaction or a series of transactions, of all or any substantial portion of the Assets or the Business, whether proposed to be effected pursuant to a merger, consolidation, tender offer, exchange offer, share exchange, amalgamation, stock acquisition, asset acquisition, business combination, restructuring, recapitalization, liquidation, dissolution, joint venture or similar transaction, whether or not proposed or advanced by the Seller.

13.3 “Agreement” shall have the meaning set forth in the Preamble.

13.4 “Ancillary Agreements” shall mean any ancillary agreements hereto to which each Party is or may be a party.

13.5 “Applicable Law” shall mean, with respect to any Person, any federal, state or local law (including common law), statute, code, ordinance, rule, regulation, or other requirement enacted, promulgated, issued or entered by a Governmental Authority, that is applicable to such Person or its business, properties or assets.

13.6 “Assets” shall have the meaning set forth in Section 1.2.

13.7 “Assignment and Assumption Agreement” shall have the meaning set forth in Section 3.2(b).

13.8 “Assumed Agreements” shall mean the Assumed Real Property Leases and the Assumed Contracts.

13.9“**Assumed Contracts**” shall have the meaning set forth in Section 1.2(b).

13.10“**Assumed Liabilities**” shall have the meaning set forth in Section 2.3(a).

13.11“**Assumed Real Property Leases**” shall have the meaning set forth in Section 1.2(a).

13.12“**Avoidance Actions**” shall mean any and all actions which a trustee, debtor-in-possession or other appropriate party in interest may assert on behalf of the Seller or its estate under applicable state statute or Chapter 5 of the Bankruptcy Code, including actions under one or more provisions of Sections 542, 543, 544, 545, 546, 547, 548, 549, 550, 551 and 553.

13.13“**Bankruptcy Code**” shall have the meaning set forth in the Recitals.

13.14“**Bankruptcy Court**” shall have the meaning set forth in the Recitals.

13.15“**Bid Procedures Motion**” shall have the meaning set forth in Section 11.1.

13.16“**Bid Procedures Order**” shall mean an Order of the Bankruptcy Court that (a) is in substantially in the form set forth as Exhibit A to this Agreement or otherwise in a form reasonably satisfactory to the Seller and acceptable to the Buyer in its sole discretion, and (b) approves procedures for the solicitation and consideration of competitive bids for the Assets under the terms and conditions of this Agreement and authorizing the protections set forth in Article 11 for the Buyer.

13.17“**Break Up Fee**” shall have the meaning set forth in Section 11.4.

13.18“**Business**” shall mean the business conducted by the Seller utilizing the Assets and the Assumed Liabilities.

13.19“**Business Day**” shall mean any day other than Saturday, Sunday or any day on which banking institutions in the United States are closed either under Applicable Law or action of any Governmental Authority.

13.20“**Buyer**” shall have the meaning set forth in the Preamble.

13.21“**Case**” shall have the meaning set forth in the Recitals.

13.22“**Cash**” shall mean all cash and cash equivalents (including marketable securities and short-term investments) calculated in accordance with GAAP applied on a basis consistent with the financial statements of the Seller.

13.23“**Cash Portion**” shall mean the sum of \$350,000 (or such amount as may be payable following an overbid by Buyer).

13.24“**Chaucer**” shall mean Chaucer Foods Limited and any affiliates, subsidiaries, employees, agents, attorneys, officers, and directors.

13.25“**Claim**” shall have the meaning set forth in 11 U.S.C. §101(5).

13.26“**Closing**” shall have **the** meaning set forth in Section 3.1.

13.27“**Closing Date**” shall have the meaning set forth in Section 3.1.

13.28“**Commonly Controlled Entity**” shall have the meaning set forth in Section 4.14(b).

13.29“**Company**” shall **have** the meaning set forth in the Preamble.

13.30“**Confidentiality Agreement**” shall mean any agreement that may exist between Buyer and Seller relating to the treatment of the Seller’s confidential information disclosed to Buyer in connection with Buyer’s due diligence.

13.31“**Confidential Information**” shall have the meaning set forth for “Evaluation Material” as such term is defined in the Confidentiality Agreement.

13.32“**Consents**” shall **have** the meaning set forth in Section 4.11.

13.33“**Contract**” shall mean any agreement, arrangement, contract, lease (including Real Property Lease and Equipment **Lease**), Purchase Order, sale order or commitment, or any series of related agreements, arrangements, contracts, leases, purchase orders, sale orders, or commitments.

13.34“**Cure Costs**” shall mean, in the aggregate, any and all amounts necessary to cure any monetary defaults under any Assumed Real Property Leases, Assumed Equipment Leases, or Assumed Contacts pursuant to Section 365 of the Bankruptcy Code and described in any Order of the Bankruptcy Court relating to such cure, or such lesser amount to which the non-Debtor counterparty to any such lease or contract may agree.

13.35“**Cure Obligees**” shall have the meaning set forth in Section 11.2(b).

13.36“**Delaski**” shall mean **the** Donald Delaski Revocable Trust, dated December 14, 2000.

13.37“**Delaski Loan**” shall mean the prepetition loan made by Delaski to the Seller in the principal amount of \$5,144,428.69.

13.38“**Designation Deadline**” shall mean October 17, 2014, 5:00 p.m., Pacific time.

13.39“**DIP Loan**” means the loan(s) made to Seller post-petition pursuant to the orders entered by the Bankruptcy Court on September 18, 2014 and on October 2, 2014.

13.40“**Employee Plans**” shall mean each plan, program, agreement or other arrangement, whether or not set forth in a **collective** bargaining agreement, providing for employment, compensation, pension, profit-sharing, retirement savings, vacation, sick leave, health, life insurance, scholarship, tuition reimbursement, welfare benefits, deferred compensation, severance, termination pay, performance awards, bonus, commission, incentive compensation, equity or equity-related awards, change in control, retention, or employee benefits, including each “employee benefit plan” within the meaning of Section 3(3) of ERISA.

13.41“**Equipment**” shall mean the furniture, machinery, equipment, tables, chairs, computer equipment (and any software licensed for use in the same) owned by the Seller, and (b) any of the foregoing which is leased by the Seller pursuant to the Equipment Leases.

13.42“**Equipment Leases**” shall mean all agreements or documents under which the Seller claims or holds a leasehold or other interest or right to the use Equipment.

13.43“**ERISA**” shall mean the **Employee Retirement Income Security Act** of 1974, as amended.

13.44“**Excluded Assets**” shall have the meaning set forth in Section 1.3.

13.45“**Excluded Contracts**” shall have the meaning set forth in Section 1.3(c).

13.46“**Excluded Deposits**” shall have the meaning set forth in Section 1.2(g).

13.47“**Excluded Liabilities**” shall have the meaning set forth in Section 2.3(b).

13.48“**Excluded Licenses**” shall have the meaning set forth in Section 1.2(d).

13.49“**Excluded Leased Property**” shall mean any lease that is not an Assumed Real Property Lease.

13.50“**Excluded Real Property Leases**” shall have the meaning set forth in Section 1.3(b).

13.51“**Final Order**” shall mean order of the bankruptcy court having jurisdiction of Seller’s pending bankruptcy case that has been entered upon the docket in that case, and as to which the time to appeal, petition for certiorari, or move for reargument or rehearing has expired and as to which no appeal, petition for certiorari, or other proceedings for reargument or rehearing shall then be pending or, in the event that an appeal, petition for a writ of certiorari, or motion for reargument or rehearing thereof has been sought, such order shall have been affirmed by the highest court to which such order was appealed, or certiorari has been denied or from which reargument or rehearing was sought, and the time to take any further appeal, petition for certiorari, or move for reargument or rehearing shall have expired; provided, however, that the possibility that a motion under Rule 59 or Rule 60 of the Federal Rules of Civil Procedure or any analogous rule under the Bankruptcy Rules may be filed with respect to such order shall not cause such order not to be a “final order.”

13.52“**Governmental Approvals**” shall mean those approvals, authorizations, confirmations, consents, exemptions and **orders** from Governmental Authorities and the making of all necessary registrations and filings (including filings with Governmental Authorities) and the taking of all reasonable steps as may be necessary (a) to consummate the transactions contemplated hereby under Applicable Law or (b) for the Buyer to operate the Business after Closing, including approvals under the HSR Act.

13.53“**Governmental Authority**” shall mean any national, federal, state, provincial, local or foreign government, or any subdivision, agency, instrumentality, authority, department, commission, board or bureau thereof, or any federal, state, provincial, local or foreign court, tribunal, or arbitrator, including the Bankruptcy Court.

13.54“**Governmental Entity**” shall mean any court, administrative agency or commission or other governmental authority or instrumentality, domestic or foreign.

13.55“**Purchase Price**” shall have the meaning set forth in Section 2.1.

13.56“**Intellectual Property**” shall mean all patents, trademarks, trade names, service marks, trade dress, copyrights, **applications** for registration of any of the foregoing, and brand names, inventions, processes, know how, trade secrets, all databases, data collections, source code, all domain names and websites and related URLs, any moral and economic rights of authors and inventors, however denominated, throughout the world, and any similar or equivalent rights to any of the foregoing anywhere in the world. Without limiting the generality of the foregoing, the Intellectual Property includes the name “Crunchies” and all rights to the website www.crunchiesfood.com

13.57“**Inventory**” shall mean all inventories of the Seller as of the Closing Date.

13.58“**IP Assignments**” shall have the meaning set forth in Section 3.2(d).

13.59“**Knowledge of the Seller**” (or “the **Seller’s Knowledge**”) shall mean the actual knowledge of the officers and directors of the Seller, after reasonable inquiry.

13.60“**Leased Real Property**” shall mean each parcel of real estate leased by the Seller or in which the Seller has a leasehold, subleaseholder or other interest.

13.61“**Licenses**” shall mean all business licenses, occupancy permits and other permits, authorizations on approvals held by the Seller.

13.62“**Liens**” shall mean any liens (including any inchoate liens and any liens for Taxes, materialmen, laborer, or mechanics’ liens, judgment liens, liens imposed by operation of law, contractual liens, and liens arising out of or resulting from any employment agreements, employee benefits plans or laws, or collective bargaining agreements), encumbrances, burdens, claims, demands, judgments, orders, writs, injunctions, decrees, and arbitral awards, attachments, charges, security interests, mortgages, deeds of trust, pledges, hypothecations, adverse claims of title, preferential rights of purchase and/or first refusal rights, options, contracts for sale, transfer, or other disposition, and any claims or rights of any kind, description or nature whatsoever of or in favor of any creditors, Governmental Entities, or other Persons, whether or not any of the above arose, accrued, or relate to any time periods before or after the filing of the Cases, and whether or not a Chapter 11 or Chapter 7 trustee is hereafter appointed in the Cases for any reason.

13.63“**Material Adverse Effect**” shall mean with respect to the Seller, the Assets or the Business, as the context **requires**, any event or occurrence which shall materially affect the business, operations, properties, Assumed Liabilities, as the case may be, taken in each case as a whole; *provided* that any (a) change in general economic or industry-wide conditions that does not affect the Business disproportionately, (b) change in law or accounting standards or interpretations thereof that is of general application, or (c) adverse effect that is solely the result of the execution or announcement of this Agreement or the transactions contemplated hereby or

the consummation thereof, shall not be taken into account for purposes of determining a Material Adverse Effect hereunder.

13.64“**Material Contracts**” shall mean (a) any Contract requiring payments by the Seller, or resulting in receipts or disbursements by the Seller of amounts, in excess of \$25,000 during any twelve (12) month period, (b) any **Contract** that is material to the operation of the Business, (c) all agreements evidencing any warranty obligation of the Seller with respect to goods sold or leased by it, (d) all agreements imposing on the Seller any non-competition or similar obligation, (e) any employment contract or agreement with any current employee of the Seller, that is currently in effect, in whole or in part, under which the employment of such employee (i) is not “at will” or requires any payment by the Seller to such employee on termination of employment or a change of control of the Seller, or (ii) cannot be cancelled by the Seller without penalty, (f) each contract or agreement with any retired employee, or consulting contract or agreement which in such case cannot be cancelled by the Seller without penalty or liability and upon not more than sixty (60) days notice, (g) any joint venture Contract or other Contract that has involved or is expected to involve a sharing of profits with other Persons, (h) any agreement of indemnification, (i) any Contract relating to the disposition or acquisition of assets by the Seller having a value in excess of \$25,000 (other than Contracts for the sale of Inventory in the ordinary course of business), (j) all insurance policies, and (k) all software licenses or other licenses or agreements relating to the use of Intellectual Property.

13.65“**Multiemployer Plan**” shall mean a multiemployer plan, as defined in Section 4001(a)(3) of ERISA.

13.66“**Order**” shall mean any writ, judgment, decree, injunction or similar order, writ, ruling, directive or other **requirement** of any Governmental Entity (in each case whether preliminary or final).

13.67“**Outstanding Indebtedness**” shall mean (a) **all debts, liabilities, losses, bank indebtedness, mortgages and guarantees**, (b) all other obligations for borrowed money, (c) all obligations evidenced by bonds, debentures, notes, or other similar instruments, (d) all reimbursement or other obligations in respect of letters of credit, bankers’ acceptances, interest rate swaps, or other financial products, (e) all obligations under capital leases (other than the Assumed Real Property Leases), (f) any other obligation guaranteeing or intended to guarantee any obligation or liability, (g) all obligations of the types described in the foregoing (a) through (d) that are secured by a Lien, or (h) interest, fees, fines, pre-payment penalties or other similar payments related to the foregoing (a) through (g).

13.68“**Parent**” shall have the meaning set forth in the Preamble.

13.69“**Party**” and “**Parties**” shall have the meanings set forth in the Preamble.

13.70“**Permits**” shall have the **meaning** set forth in Section 4.9.

13.71“**Permitted Liens**” shall mean (a) liens for Taxes, assessments and other governmental charges for amounts (i) that are not material in amount or effect and (ii) that are either not due or payable, (b) zoning restrictions, easements, licenses, reservations, provisions, covenants, waivers, rights-of-way, restrictions, minor irregularities of title (and with respect to Real

Property Leases, mortgages, obligations, Liens and other encumbrances incurred, created, assumed or permitted to exist and arising by, through or under a landlord, ground lessor or owner of the leased property, with or without the consent of the lessee) and other similar charges or encumbrances with respect to real property not interfering in any material respect with the ordinary conduct of the business of the Seller and which do not secure obligations for payment of money, (c) Liens incurred in the ordinary course of business for amounts (i) that are not material in amount or effect and (ii) that are not yet due or delinquent, and (d) liens or encumbrances imposed by any contract or any Applicable Law governing a License for amounts (i) that are not material in amount or effect and (ii) that are not yet due or delinquent.

13.72“**Person**” shall mean any **individual**, corporation, partnership, joint venture, trust, limited liability company, business association, Governmental Entity or other entity.

13.73“**Proposed Cure Notice**” shall have the meaning set forth in Section 11.2(b).

13.74“**Provident Group**” shall mean, individually and collectively, the Provident Trust Group, LLC, and the Chung Family Trust.

13.75“**Provident Group Loan**” shall mean those certain prepetition loans made to the Seller by the Provident Group in the aggregate principal amount of \$2,000,000.

13.76“**Purchase Orders**” shall mean all orders for the purchase of property by Seller issued prior to the Closing and all orders for the sale of property by Seller issued prior to the Closing.

13.77“**Purchase Price**” shall have the meaning set forth in Section 2.1.

13.78“**Real Property Leases**” shall mean all agreements or documents under which the Seller claims or holds a leasehold, **subleasehold** or other interest or right to the use of the Leased Real Property.

13.79“**Sale Motion**” shall have the meaning set forth in Section 11.1.

13.80“**Sale Motion Date**” shall have the meaning set forth in Section 11.1.

13.81 “**Sale Order**” shall mean an Order of the Bankruptcy Court entered pursuant to Bankruptcy Code Sections 363 and 365 that (a) is in substantially the form set forth as Exhibit B to this Agreement or otherwise in a form reasonably satisfactory to the Seller and satisfactory to the Buyer in its sole discretion, (b) approves the sale of the Assets to the Buyer free and clear of Liens (except for Permitted Liens) pursuant to the terms of this Agreement and the provisions of the Bankruptcy Code (including Bankruptcy Code Section 363), and (c) approves the Seller’s assignment of the Assumed Contracts to the Buyer pursuant to Section 365 of the Bankruptcy Code.

13.82“**Sales Taxes**” shall mean an tax arising from or relating to the sale of any property of assets of the Seller.

13.83“**Seller**” shall have the meaning set forth in the Preamble.

13.84“**Tax**” or “**Taxes**” shall mean (a) all taxes, charges, fees, levies, penalties or other assessments of any kind whatsoever imposed by an federal, state, local or foreign taxing authority, including, but not limited to, income, excise, property, sales, transfer, franchise, payroll, withholding, social security or other taxes, whether computed on a separate or consolidated, unitary or combined basis or in any other manner, including any interest, penalties or additions attributable thereto or (b) liability for the payment of any amounts of the type described in clause (a) above as a result of being a party to any agreement or any express or implied obligation to indemnify or otherwise succeed to the liability of any other Person.

13.85“**Tax Code**” shall mean the Internal Revenue Code of 1986, as it has been and may be amended.

13.86“**Transferred Accounts Receivable**” shall have the meaning set forth in Section 1.2(h).

13.87“**Transferred Inventory**” shall have the meaning set forth in Section 1.2(f).

13.88“**Transferred Employees**” shall have the meaning set forth in Section 7.4(a).

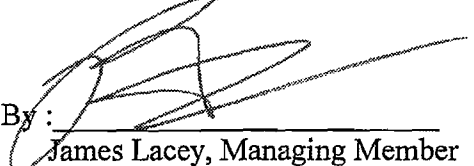
13.89“**Transferred Equipment and Improvements**” shall have the meaning set forth in Section 1.2(c).

13.90“**Transferred Facilities**” shall mean the real property premises and improvement leased by the Seller located at 733 Lakefield Road, Westlake Village, California 91361.

13.91“**Transferred Intellectual Property**” shall mean all of the interest of the Seller in Intellectual Property.

13.92“**Treasury Regulations**” shall mean the federal income Tax regulations promulgated under the Tax Code, as amended, including any temporary and proposed regulations.

This Asset Purchase Agreement is executed by the Parties on the date set forth above.

SELLER	BUYER
Crunchies Food Company, LLC, a California limited liability company,	Chaucer Foods (USA), LLC, a Delaware limited liability company,
By :  James Lacey, Managing Member	By: _____ Jeff Kipling, authorized agent

*Peter Kestitz,
Chief Restructuring
Officer.*

13.84“**Tax**” or “**Taxes**” shall mean (a) all taxes, charges, fees, levies, penalties or other assessments of any kind whatsoever imposed by an federal, state, local or foreign taxing authority, including, but not limited to, income, excise, property, sales, transfer, franchise, payroll, withholding, social security or other taxes, whether computed on a separate or consolidated, unitary or combined basis or in any other manner, including any interest, penalties or additions attributable thereto or (b) liability for the payment of any amounts of the type described in clause (a) above as a result of being a party to any agreement or any express or implied obligation to indemnify or otherwise succeed to the liability of any other Person.

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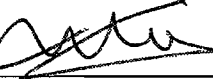
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This Asset Purchase Agreement is executed by the Parties on the date set forth above.

SELLER	BUYER
Crunchies Food Company, LLC, a California limited liability company,	Chaucer Foods (USA), LLC, a Delaware limited liability company, By: Chaucer Foods, Inc., Manager
By : _____ James Lacey, Managing Member	By :  Jeff Kipling, authorized agent

Schedule 1.2(a)

Real property lease dated February, 2013 with Cabrillo Westlake for units A&B located at 733 Lakefield Road, Westlake Village, CA 91361.

Schedule 1.2(b)

GECC 9001	Printer/copier lease
Microsoft Financing/PNC Bank No. 177763000	computer equipment lease with possible licensing agreement
Microsoft Financing/PNC Bank No. 1824508000	computer equipment lease with possible licensing agreement
Warner Brothers licensing agreement #18633-WBLT	Trademark Agreement
Brien Seay - Debtor disputes that agreement is an executory contract	Litigation settlement agreement re: UPC codes
Rite Aid Wells Fargo AEG	Promotion and Supply Agreement Fork Lift Marketing and promotion contract to December 2015
GECC 9002	Printer/copier lease
All Purchase Orders	

Schedule 4.5(a)

Dispute regarding ownership of UPC Codes: Brien Seay vs. Crunchies Food Company, LLC,
Case No. 1415449; Breach of contract; Santa Barbara County Superior Court; settled and
dismissed but \$50,000 liability remains

Schedule 4.6

Material ad valorem and other property Taxes – none.

Material delinquent property Tax Liens or assessments - none

The Seller has filed all required Tax returns and has paid all Taxes.

Schedule 4.7

Fundme Securities, LLC (dba CircleUp) vs. Crunchies Food Company, LLC, Case No. 01-14-0000-5137; Arbitration with the American Arbitration Association for payment of fee related to raising financing and/or capital; American Arbitration Association, 6795 N. Palm Ave. 2nd Floor, Fresno, CA 93704; Pending at Preliminary Hearing Stage

Brien Seay vs. Crunchies Food Company, LLC, Case No. 1415449; Breach of contract; Santa Barbara County Superior Court; settled and dismissed but \$50,000 liability remains

Schedule 4.9

California Department of Public Health – investigation into “made in USA” claim in May 2014.
Registration certificate issued thereafter from California Department of Public Health on
6/5/2014. Formal resolution not yet attained.

Schedule 4.9(b)

California Department of Public Health – investigation into “made in USA” claim in May 2014.
Registration certificate issued thereafter from California Department of Public Health on
6/5/2014. Formal resolution not yet attained.

Schedule 4.10

No broker, agent, or finder for the Sale.

Schedule 4.11

No consents, approvals, waiver, or authorization required from third parties except for:

- Potentially Warner Brothers on the licensing agreement
- Potentially AEG on the licensing agreement

Schedule 4.12(a)

None.

Schedule 4.12(b)

None.

Schedule 4.13(c)

All Employment Agreements are at will.

James Lacey's employment agreement is at-will, but it includes an 18-month severance package plus accrued PTO and other benefits back to February 2006.

Change of control severance agreements – James Lacey has the option to have his contract paid in full, or partially paid with option to enter into a new agreement with new entity.

Schedule 4.13(d)

Alleged, pending, or threatened employment discrimination or other employment related matters:

- Postpetition, Seller was late on paying warehouse workers one week due to lack of promised funding from post-petition lender, Delaski, but, when funds were received, warehouse workers were paid current, but not before a lawyer threatened suit.

Compliance with employment laws and employment practices, wages, hours, and terms and conditions of employment, including immigration law:

- Fined by California Employment Development Department for classifying employees as independent contractors for \$37,029.23, issued on August 19, 2014. The fine has not been paid, but a payment plan was agreed to post-petition without court approval.

Schedule 4.14(a)

Liability for life, health, medical, or other welfare benefits to former employees, beneficiaries, or dependents – none.

Health or dental plans for retirees or their spouses or dependents – none.

Schedule 4.14(b)

This is a list of all Employee Plans sponsored, maintained or contributed to by Seller, or to which the Seller has an obligation to contribute.

- Blue Shield Plan for medical coverage with a dental component - Premier PPO35, Group # 000633402
- Blue Shield HMO for medical coverage with a dental component - Access+ HMO Premier 25
- Separate plan for vision – Blue Shield Vision Group # 28267

Bonus Plans:

- James Lacey - \$75,000 guarantee bonus per year (has not been paid); discretionary, performance based bonus thereafter.
- Full time employees – discretionary bonus of 5% to 10% of base salary
- Sales Team: David Alvarez –
 - 2013 discretionary performance bonus program with a target of 15% of base and the Senior Management discretionary bonus program with a target of up to 50% of base; must be an active employee on the day the bonus is paid in order to receive bonus.
 - Targets for 2013 were not met – no bonus paid
 - Targets for 2014 were not met – no bonus paid
- Sales Team: Dennis Aylward –
 - 2014 discretionary performance bonus program with a target of 15% of base and the Senior Management discretionary bonus program with a target of up to 50% of base; must be an active employee on the day the bonus is paid in order to receive bonus.
 - Targets for 2014 were not met – no bonus paid

No Pension Plans.

Schedule 4.14(b)(i)


For Employee Plans in the last 6 years:

- No Withdrawal liability
- No Liability to the Pension Benefit Guaranty Corporation
- No Liability for Tax under Section 4971 of the IRC for failure to satisfy minimum funding requirements
- All contributions duly paid and will be paid for periods through closing (not applicable)
- No multiemployer plan

Schedule 4.15(a)

Trademarks:

Mark	Jurisdiction	Registration No. or Application No.
CRUNCHIES	USA	Registration No. 3369145
CRUNCHIES	USA	Serial No. 86245138
CRUNCHIES	USA	Serial No. 86245134
CRUNCHIES CHIPMUNCHERS	USA	Serial No. 85337860
CRUNCHIES CHIPMUNCHIES	USA	Serial No. 85337851
CRUNCHIES SMARTSNACK	USA	Serial No. 85337837
FRUIT AND VEGGIE CRUNCHIES	USA	Registration No. 4495775
GOOD FOOD STARTS FROM THE SOURCE	USA	Serial No. 85337797
GOOD FOOD STARTS FROM THE SOURCE	USA	Registration No. 4527081
GOOD FRUITS START FROM THE SOURCE	USA	Serial No. 85337823
GOOD FRUITS START FROM THE SOURCE	USA	Serial No. 85981487
GOOD VEGGIES START FROM THE SOURCE	USA	Serial No. 85337812
GOOD VEGGIES START FROM THE SOURCE	USA	Serial No. 85981486
HEALTHY SNACKS FOR HEALTHY KIDS	USA	Serial No. 86068586
LITTLE CRUNCHIES FOR LITTLE HANDS AND LITTLE MOUTHS	USA	Serial No. 86068591
LITTLE CRUNCHIES	USA	Serial No. 85883663
MUNCH PAK	USA	Serial No. 85337771
MUNCH PAK	USA	Registration No. 4519313
NATURE'S ULTIMATE SNACK FOOD	USA	Serial No. 85337590
NATURE'S ULTIMATE SNACK FOOD	USA	Registration No. 4527080
POWER CRUNCHIES	USA	Serial No. 86245131
POWER FRUITS	USA	Registration No. 3962320
POWER FRUITS	USA	Registration No. 3955300
POWER VEGGIES	USA	Serial No. 85337864
CRUNCHIES	Australia	Registration No. 1603356
CRUNCHIES	Canada	Application No. 1667464
FREEZE DRIED CRUNCHES PLUS DESIGN	European Union	Application No. 13001805

Mark	Jurisdiction	Registration No. or Application No.
		
CRUNCHIES	International Register	Registration No. 1190467
CRUNCHIES	New Zealand	Application No. 991810
CRUNCHIES	Philippines	Application No. 42014006112

Domain names:

- Crunchiesfood.com

Patents: none

Copyright registrations: none

Schedule 4.15(b)

Warner Bros. Licensing Agreement

AEG Licensing Agreement

Schedule 4.15(c)

Brien Seay – UPC Codes – lawsuit and settlement with \$50,000 liability outstanding

Schedule 4.16(a)

None.

Schedule 4.17

None.

Schedule 4.18

Policy Number	Carrier	Type of Insurance	Expiration
72 SBA UU2734	The Hartford	Building and business personal property	10/20/2014
72 WEC FZ0220	The Hartford	Workers Compensation and Employers Liability	12/22/2014
EUC100157000	Am Trust International Underwriters Ltd	Director and Officers	10/10/2015
287411934	Continental Casualty (CNA)	Directors and Officers	8/15/2014
EPL2008449B	Mount Vernon Fire Insurance Company	Employment Practices Liability	11/29/2014
OC 247237	Continental Insurance Company	Ocean Marine Cargo Policy	11/4/2014

EXHIBIT "2"

Exhibit "2" - Assumption and Cure Costs Schedule

Contract	Description	Cure Amount	Notes
ASSUME			
Cabrillo Westlake	Commercial real property lease	\$7,528.02	755 Lakefield Road, Unit A, Westlake Village, CA 91361 jan
GECC 9001	Printer/copier lease	\$939.58	Lease with two years remaining 300 Tri-State International, Suite 400, Lincolnshire, IL 60069
Microsoft Financing/PNC Bank No. 177763000	computer equipment lease with possible licensing agreement	\$2,043.12	
Microsoft Financing/PNC Bank No. 1824508000	computer equipment lease with possible licensing agreement	\$0.00	995 Dalton Ave., Cincinnati, OH 45203 Attn: Jackie Howard
Warner Brothers licensing agreement #18633-WBLT	Trademark Agreement	\$0.00	995 Dalton Ave., Cincinnati, OH 45203 Attn: Jackie Howard Warner Brothers Consumer Products Inc.; Attn Senior VP Business & Legal Affairs, 4000 Warner Blvd., Building 118, 5th Floor, Burbank, CA 91522; wbcplegalnotices@warnerbros.com
Brien Seay	Litigation settlement agreement re: UPC codes	\$0.00	The Debtor asserts that this is not an executory contract and that the \$50,000 liability to Brien Seay is a prepetition general unsecured settlement liability only
Wells Fargo	Fork Lift	\$819.15	P.O. Box 7777, San Francisco, CA 94120
Rite Aid Corporation	Promotional Funding Agreement	\$0.00	Contract No. 0594635